

## **AGREEMENT**

**THIS CONTRACT**, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE FREE PUBLIC LIBRARY** herein referred to as **"METRO GOVERNMENT"**, and **BAKER AND TAYLOR, INC.**, with offices located at 2550 West Tyola Road, Suite 300, Charlotte, North Carolina 28217, herein referred to as **"CONTRACTOR"**,

### **WITNESSETH:**

**WHEREAS**, the Metro Government requires a source for the supply of books and other library materials; and

**WHEREAS**, the Metro Government let a Request for Proposals for the purchase of such goods and Contractor submitted a responsive and responsible offer to supply them; and

**WHEREAS**, the Contractor has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those supplies,

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

#### **I. SCOPE OF SERVICES**

**A.** The Contractor shall perform the services described in Attachment A attached hereto and fully incorporated herein. Attachment A consists of Request for Proposal ("RFP") Number 1081 published by the Metro Government on September 18, 2006 and Contractor's response to that RFP ("Response"). In the event of a conflict between this Agreement and the RFP or the Response, this Agreement shall govern. In the event of a conflict between the RFP and the Response, the RFP shall govern.

#### **II. FEES AND COMPENSATION**

A. Contractor shall be reimbursed as described in Attachment A. Total compensation payable to Contractor shall not exceed **TWO MILLION DOLLARS (\$2,000,000.00)**. This Agreement has no guarantee for a minimum number of orders.

### **III. DURATION**

A. This Agreement shall begin November 15, 2007 and shall continue through and including November 14, 2008.

B. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

### **IV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

### **V. SUCCESSORS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

**VI. SEVERABILITY**

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

**VII. COUNTERPARTS**

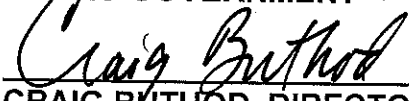
This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

**WITNESS** the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND  
LEGALITY:**

  
IRV MAZE  
JEFFERSON COUNTY ATTORNEY

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT**

  
CRAIG BUTTHOD, DIRECTOR  
LOUISVILLE FREE PUBLIC LIBRARY

Date: 10/2/07

Date: 11/5/07

**BAKER AND TAYLOR, INC.**

By: Lee Ann Queen Lee Ann Queen

Title: Director - Pricing Services

Date: 10-22-07

Taxpayer Identification No.  
(TIN): \_\_\_\_\_

**Louisville/Jefferson County  
Revenue Commission Account  
No.:** \_\_\_\_\_

**ATTACHMENT A**



# BAKER & TAYLOR

Information and Entertainment Services

2550 West Tyvola Road  
Charlotte, NC 28217  
Tel: 704.998.3100

www.btol.com

October 4, 2006

Director of Purchasing  
Metro Purchasing Department  
617 West Jefferson Street  
Louisville, KY 40202

COPY

**Re: Request for Proposal – Bid No. 1081  
Professional Service Contract for Books**

**Due: October 6, 2006 at 3:00 P.M.**

Dear Purchasing Director:

Thank you for allowing Baker & Taylor, Inc. (B&T) the opportunity to submit a proposal for the supply of library materials for the Louisville/Jefferson County Metro Government. Having carefully reviewed the requirements, we are confident that we can meet your specifications with the following clarifications. Please review the following, and accept this letter as part of Baker & Taylor, Inc.'s comprehensive proposal.

## **STANDARD TEXT**

All work performed under this agreement will be performed by Baker & Taylor employees; no subcontractors will be utilized.

## Ordinance #16 – Affirmative Action Plan

Baker & Taylor currently has a valid Affirmative Action Plan on file with the Louisville/Jefferson Metro Government. Upon request, Baker & Taylor will be pleased to resubmit our Affirmative Action Plan.

## F.O.B. Destination

Delivery of library books to the Louisville/Jefferson Metro Government will be **F.O.B. Destination** from Baker & Taylor's Mokenca, Illinois Service Center with cascading services from our Bridgewater, New Jersey facility. **Shipping will be free of charge.**

Baker & Taylor offers staff accounts as a courtesy for our customers. These accounts will receive the same discounts and terms, however, these accounts will be delivered F.O.B. Shipping Point, with **Charge Shipping**, and will be taxed as appropriate.

## Delivery Time

In-stock items requiring only a mylar jacket are shipped within one day of receipt of order (typically delivered within 3-4 days after receipt of order). Items requiring additional cataloging/processing services will be shipped within 5-7 days of receipt of order (typically delivered within 8-10 days after receipt of order). Any titles not immediately available from our title stock will be promptly backordered with publishers. All original orders may be set up for a 90 day cancellation period. The reorder schedule will be at the discretion of the Louisville/Jefferson County Metro Government.

## Payment Terms

Baker & Taylor's payment terms are Net 30 days from date of invoice.

Terms of this agreement do not include those books considered as proprietary media or falling under Baker & Taylor special programs, such as DEMCO Turtleback, Replica Book Services, or BTBound titles. DEMCO Turtleback editions will be invoiced at Baker & Taylor's net advertised catalog price. Replica Books will receive a 5.0% discount and BTBound titles will receive the discount outlined on Attachment A. Imported foreign language titles noted as non-returnable will be billed at our advertised list price. Further information and pricing regarding such services and programs are available upon request.

Due to the varying buying patterns among libraries, we are unable to estimate an average discount that may be realized overall.

### **VENDOR-SUPPLIED PROCESSING**

Technical processing is an integral part of Baker & Taylor's services, and our modern automated systems and distribution centers are engineered to support the physical processing of library materials and the provision of associated bibliographic products for books. Baker & Taylor originally began providing physical processing and bibliographic data in 1968, and we have provided more of these types of processing components than any other supplier of library materials. Our components are constructed from the finest materials to insure durability and stability.

Baker & Taylor provides a wide range of processing options, including protective Mylar jackets for hardcover books, Kapco laminating for paperback books, spine labels, ownership labels, customer title/data labels, book pockets, etc.

Additionally, Baker & Taylor offers theft detection devices such as 3M or Checkpoint.

We will be pleased to provide pricing options for any components required. Please contact your Sales Consultant, Joan Stubbs, for details.

### **MULTIPLE ACCOUNT NUMBERS**

Baker & Taylor will provide multiple account numbers, and invoice each account separately as requested.

### **PLACEMENT OF ORDERS**

Baker & Taylor systems are compatible with Polaris. We will accept orders, issue order confirmation data, and provide electronic invoicing for firm order products.

Additionally, Baker & Taylor offers the following variety of ordering methods for books available to the Louisville/Jefferson Metro Government. Orders may be placed by phone, fax, electronically, or by mail.

#### **Mail (B&T's National Ordering Center)**

Baker & Taylor Inc.  
Attn: Ordering Department  
3584 Old Maysville Road  
Commerce, GA 30529

#### **Telephone**

Toll-Free Telephone Orders: (800) 775-1100  
Toll-Free Fax Orders: (800) 775-7480

#### **Online Ordering**

##### **Title Source 3 – (Subscription Product/Selection Tool)**

Baker & Taylor's The Title Source 3 is the most extensive database of bibliographic acquisitions information for U.S. publications. This subscription database includes book, spoken word audio, DVD, and music CD titles. The database may be searched by keyword, title, author, ISBN, Approval subject

descriptor, Dewey or LC classification, LC subject heading, publisher, or general subject code. Searches may be further narrowed by considering price, binding, print status, and date parameters. Each record gives current print status (i.e. Not-Yet-Published, Out-of-Print), in-stock availability, and latest list price. Title information is updated daily.

Our proprietary database contains detailed, comprehensive, up-to-date information on over 4.1 million book titles, 220,000 video titles, and 500,000 music titles.

In addition, it contains over:

- 1.1 million annotations
- 2.1 million book covers in full color
- 675,000 Tables of Contents
- 370,000 full text reviews
- (including *Kirkus*, *Library Journal*, *Publisher's Weekly*, *School Library Journal*, *Video Librarian*, *Horn Book*, *Choice*, *VOYA*, *BookPage*, *Booklist*, *Foreward*, *AudioFile*, and *E-Streams*)

You can search tables of contents and annotations with easy-to-use search index headings to help you zero in on the perfect title. Additionally, users may view book excerpts, and create, share, and transfer multiple carts. TS 3 is compatible with the Library's Polaris system.

#### Order Confirmation

Order confirmation will be provided for title orders, identifying each title as confirmed, cancelled, or Backordered. Immediate electronic confirmation is available for orders placed via Polaris. Telephone orders are confirmed at the point of order placement; fax orders are confirmed via fax.

#### **STATUS/CANCELLATION REPORTS**

A status report will be provided with your invoice, reporting on all items shipped, detailing the status of items not shipped. Monthly backorder/cancellation reports are available upon request. Please contact your Customer Service Representative for assistance.

The status of ordered titles may be viewed at any time via our Online Customer Support website (OCS).

#### ***Online Customer Support***

Online Customer Support (OCS) is available via our website [www.btol.com](http://www.btol.com). OCS is Baker & Taylor's free web-based account management system. The OCS system's sophisticated search options include the ability to query orders by Purchase Order Number, B&T Number, ISBN, and Order Date Range. You can also view detailed information, including order and account status by purchase order number, warehouse location, quantities and prices, and shipping details for UPS shipments. There's even an option that helps you print invoices and order details for your records. Instant access, up to date information, and easy to use tools make OCS one more way we are making it easier to do business with Baker & Taylor, Inc. For additional information, please refer to our web-site.

#### **INVOICES**

Baker & Taylor will send invoices to the specified address. Mailed invoices follow associated shipments within 1-2 days. Your invoices will be sent in duplicate and will list all information requested. Baker & Taylor invoices can list books alphabetically by author or title, or in the same sequence as the original purchase order.

## RETURNS/CREDITS

Baker & Taylor will accept the authorized return of items that are damaged, defective (i.e. publisher's defects), or incorrectly shipped. Please refer to the attached **Baker & Taylor Returns Policy** (Attachment D) for detailed information on credits and returns.

## DELIVERY OF ORDERS

### A. Rush Orders (vendor processing not required)

1. For rush orders, Baker & Taylor will ship same day those orders received and confirmed before 11:00 A.M. EST. Consolidated shipments will be delivered via United Parcel Service within 48 hours of receipt of order. Please contact your Customer Service Representative for assistance with information regarding expedited delivery.

Overnight, next day delivery services are available, upon request. If these services are requested, associated carrier charges will be invoiced.

### 2. Prepublication Orders

Baker & Taylor's pre-publication ordering program accepts orders for highly anticipated, high-demand titles prior to publication and delivers the titles prior to the general release date (street date). In order to receive these titles prior to street date, please place orders at least 5 weeks prior to the scheduled publication date

### Automatic Shipment Programs:

#### ***Automatically Yours***

Baker & Taylor's Automatically Yours program delivers the latest publications from popular authors right to your door. Select your favorite authors, and Baker & Taylor will send the latest titles, as soon as they are released. Firm Order discounts will apply.

*Automatically Yours* has 7 different programs to choose from:

- **Popular Adult Fiction Authors** – featuring over 650 fiction authors
- **B&T Kids** – featuring over 400 of the most popular children and young adult authors, both fiction and non-fiction.
- **Spoken Word Audio**
- **Large Print Popular Adult Fiction Authors**
- **Book Club Plans** - Baker & Taylor offers 4 different Book Club Plans to help meet your patrons' demands:
  - "Today" Show Book Club
  - Reading with Ripa Book Club
  - "Good Morning America" Book Club
  - "Oprah's" Book Club

*(although Oprah has discontinued her book club, she will occasionally recommend titles. We will continue to automatically ship these titles)*
- **Inspirational Authors** – Offers over 180 authors to choose
- **Graphic Novels** - Available for Adult and Teen titles. Choose from 140 Vendor/Characters, 52 Authors, and 32 Illustrators.



### ***CATS Series (Children's and Teens)***

This program offers the newest and most popular continuing series for libraries, including picture books, easy-to-read, juvenile fiction and nonfiction, graphic novels/Manga/comic strip books, teen fiction and nonfiction, and Spanish/bilingual titles. New titles are shipped to you automatically upon publication when you request the series appropriate for your children's and teen collections.

Additionally, we provide confirmation reports on forthcoming titles including information such as ISBN, publisher, and order status.

Your regular B&T discount schedule (Attachment A) will apply to any books purchased through the program.

3. Any titles not immediately available from our title stock will be promptly backordered with publishers. Please see item 2 above for prepublication order information.

### **B. NON-PROCESSED BOOKS**

1. In-stock book items jacket are shipped within one day of receipt of order. Please see item 2 above for prepublication order information.
2. Baker & Taylor will make a second shipment of in print books not in stock within six weeks of receipt of order. Timeframe is subject to publisher's availability of titles requested.
3. All original orders may be set up for a 63 day cancellation period. The reorder schedule will be at the discretion of the Louisville/Jefferson County Metro Government.

### **C. VENDOR-PROCESSED BOOKS**

1. In-stock book items requiring only a mylar jacket are shipped within one day of receipt of order. Items requiring additional cataloging/processing services will be shipped within 5-7 days of receipt of order. Please allow an additional 6-8 weeks for Vinabind prebinding services.
2. Baker & Taylor will make a second shipment of in print books not in-stock within eight weeks of receipt of order. Timeframe is subject to publisher's availability of titles requested.
3. All original orders may be set up for a 63 day cancellation period. The reorder schedule will be at the discretion of the Louisville/Jefferson County Metro Government.

### **SHIPPING**

Products will be delivered F.O.B. Destination with free shipping from Momence, Illinois (primary service center) and from Bridgewater, New Jersey (secondary service center). Items will be delivered via ground service; primary carrier for consolidated shipments is United Parcel Service.

### **ADDITIONAL INFORMATION REGARDING BAKER & TAYLOR'S SERVICES**

#### **Catalogs**

The following monthly catalog publications are available free of charge to Baker & Taylor customers. These catalogs are available in print and electronically via our website ([www.btol.com](http://www.btol.com)).

### ***Booking Ahead***

Booking Ahead is Baker & Taylor's prepublication announcement of titles to be published 2 months in advance. It includes annotated lists of popular trade titles, based on book trade prepublication publicity information.

### ***Books for Growing Minds***

Baker & Taylor's Books for Growing Minds showcases the best in children's literature and spoken word audio titles. Books for Growing Minds serves as a comprehensive guide to Baker & Taylor's juvenile selections and features titles appropriate for all interest levels from toddlers through young adult. Each issue contains special theme collections that cover a variety of subjects of interest as well as a feature series section that highlights recent additions to the most popular Children's series.

### ***Forecast***

Our most extensive publication, **Forecast** is a monthly magazine promoting soon to be published hard cover titles. **Forecast** speaks to librarians about future bestsellers and noteworthy mid list titles so they can make well informed buying decisions. Features include monthly subject collections as well as publicity news on upcoming author tours, media tie-ins, and serial and book club rights.

Independent Press Quarterly is a quarterly section in **Forecast** showcasing notable titles from independent publishers. This section focuses on the latest trends in publishing as well as information on current releases and other notable titles.

### ***Paper Clips***

Featuring prepublication paperbacks, **Paper Clips** speaks to librarians about upcoming adult paperbacks. Although its focus is on titles four to six weeks prior to publication, Paper Clips also has mass-market backlist titles that publishers are promoting. In addition, every Paper Clips issue highlights a specific Roundup listing that features both frontlist and backlist titles related to a topic of particular interest.

### **Collection Development Services**

Baker & Taylor collection management librarians have extensive experience working in library collection development and/or technical services in public, school, academic, and special libraries before their employment with Baker & Taylor. Our management team has created this organization carefully, recruiting librarians with a wide range of complementary, specialized subject knowledge representing different-sized institutions and a range of geographic regions.

Baker & Taylor's collection management team is an accessible resource that will work with the Library staff to complete foundation tasks, such as profile development. Our collection development team is a resource for general inquiries about any and all aspects of collection development topics and associated technical questions. We also can produce on-demand selection lists for special needs such as replacement projects or new facility openings. In addition, our collection management team can provide consultation to the library's staff as needed to contribute to collection development, staff development, process analysis, collection analysis, and/or provide change and project management solutions.

### **Electronic Lists:**

#### ***E-Lists***

Baker & Taylor's E-lists are electronic selection lists covering popular genres, industry current events, and titles in high demand. Designed with your needs in mind, these lists will not only save you valuable research time, but, combined with our convenient and integrated Internet ordering feature, you can receive product faster than ever.

Our E-Lists are organized into useful categories of similar lists, helping you easily browse the topics that interest you and your patrons.

- Academia
- Audio & Video Bestsellers
- Audio & Video New Releases
- Book Leasing
- Booking Ahead
- Children's & Teen (CATS)
- Critic's Choice (award winners)
- Critic's Picks (book clubs, reviews)
- Curriculum Support
- Fast Facts
- Librarian Selections
- Monthly Stars
- Spanish & Hispanic Titles
- State Book Awards

To begin using E-Lists, simply log-in to Title Source 3 or B&T Link Online via Quick Links. Please note, you must be registered for B&T Link Online to access E-Lists. For further questions about e-lists, contact us at [btinfo@btol.com](mailto:btinfo@btol.com).

#### **Conclusion**

Should you require any additional information regarding any products or services available from Baker & Taylor, please contact me or our Information Service Department at **(800) 775-1800**.

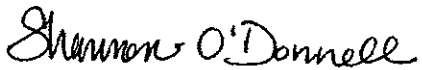
*Please provide an **award notification and tabulation of results** for this solicitation either via fax or mail to address listed below:*

**Baker & Taylor, Inc.**  
*Attn: Pricing Services*  
2550 West Tyvola Road, Suite 300  
Charlotte, NC 28217  
**Facsimile: (704) 998-3260**

We are looking forward to a **favorable reply** to our offer and to the opportunity to be of service. Your account profiles will be updated to reflect the terms of this contract, upon receipt of award notification.

Thank you for considering Baker & Taylor's services.

Sincerely,



Shannon O'Donnell  
Pricing Services Representative

cc: Joan Stubbs, Sales Consultant  
Frank McDonald, Regional Sales Director  
Robert Rotello, Vice President – Public Library Market  
Michael Utasi, Senior Vice President of Sales & Marketing, Public Libraries

Additional personnel shall be assigned to assist the Manager of Collection Services with special projects such as building special and or new collections and providing supplementary services such as cataloging and processing.

All personnel specified above must be available by toll-free telephone and fax and e-mail.

#### **INVENTORY:**

Please describe the size of your inventory as follows; and if the Library's orders will be shipped primarily from only one warehouse, indicate the inventory figures of that one location as well.

a. Quantity of titles:

1. adult trade hardbacks and trade paperbacks
2. mass market paperbacks
3. juvenile trade reinforced bindings hardbacks and/or trade papers
4. juvenile mass market paperbacks

b. Total quantity of copies:

If inventory is stocked in multiple warehouses, are orders automatically cascaded? If not, is this service available upon request?

#### **TYPES OF MATERIALS TO BE SUPPLIED:**

Vendor shall be able to supply trade books and paperbacks, university press books, mass market paperbacks, and juvenile books with reinforced bindings.

Based on the Library's projected book funds, list discounts for the following types of materials: Give average discount for each type.

Adult:	Trade hardbacks Category I, Attachment B. 1-19 copies/title @ 46.0% 20+ copies/title @ 46.4%
	Trade paperbacks Category III, Attachment B 1-19 copies/title @ 41.7% 20+ copies/title @ 43.7%
	Short discount books Categories IX, X, XI, Attachment B 1-19 copies @ 11.3% 20+ copies @ 12.3%*
	Mass market paperbacks Category V, Attachment B 1-19 copies/title @ 41.7% 20+ copies/title @ 43.7%
Juvenile:	Trade hardbacks Category II, Attachment B. 1-19 copies/title @ 46.0% 20+ copies/title @ 46.4%
	Reinforced bindings Categories VI, VII Attachment B 1-19 copies/title @ 24.1% 20+ copies/title @ 24.4%
	Short discount books Categories IX, X, XI, Attachment B 1-19 copies @ 11.3% 20+ copies @ 12.3%*
	Trade paperbacks Category IV, Attachment B 1-19 copies/title @ 41.7% 20+ copies/title @ 43.7%
	Mass market paperbacks Category V, Attachment B 1-19 copies/title @ 41.7% 20+ copies/title @ 43.7%

Based on experience with libraries of similar size and income, give an estimated average discount that may be realized overall.

#### **VENDOR-SUPPLIED PROCESSING**

Please indicate if vendor-supplied processing and/or cataloging can be provided.

#### **MULTIPLE ACCOUNT NUMBERS**

Vendor will accept multiple account numbers for Library and invoice separately.

*\*Titles which receive minimal discount from the publisher will be invoiced at list price. Titles where Baker & Taylor receives no discount from the publisher or where prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price plus a \$4.95/unit service charge.*

**PLEASE SEE ATTACHMENT A FOR A COMPLETE OUTLINE OF DISCOUNTS.**  
**PLEASE SEE ATTACHMENT B FOR OUR CATEGORY DEFINITIONS.**

### SECTION III

#### **HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS FOR CONTRACT TO SUPPLY PRODUCTS**

##### **I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

The Supplier shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Supplier's (or Supplier's subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

##### **II. INSURANCE REQUIREMENTS**

Prior to commencing work, Supplier shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040.). **The Supplier must submit a Certificate of Insurance evidencing coverage required below with their bid, prior to being awarded a contract by the Louisville/Jefferson County Metro Government's Department of Purchasing, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division**

Without limiting Supplier's indemnification requirements, it is agreed that Supplier shall maintain in force at all times during the performance of this agreement the following policy of insurance covering its product and operations.

The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

- I. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, including:
  - a. Premises - Operations Coverage
  - b. Products and Completed Operations Coverage
  - c. Contractual Liability

### **III. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

### **IV. MISCELLANEOUS**

- A. The Supplier shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Department of Purchasing shall be furnished Certificates of Insurance upon the execution of the Contract.
- B. Certificates of Insurance as required above shall be furnished, with your bid to the Louisville/Jefferson County Metro Government, Department of Purchasing, Room 306, Fiscal Court Building, Louisville, Kentucky 40202
- C. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Supplier hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Supplier.

# ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

6/30/2008

DATE (MM/DD/YYYY)

11/2/2007

**PRODUCER** LOCKTON COMPANIES,LLC-K CHICAGO  
525 W. Monroe, Suite 600  
CHICAGO IL 60661  
(312) 669-6900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED** Baker & Taylor, Inc.  
1049040 \*\*\*See Attachment for Additional Named Insureds  
2550 West Tyvola Road  
Suite 300  
Charlotte, NC 28217

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Zurich American Insurance Company

16535

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES BAKTA01 Z

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b>	GLO 9378076-03	6/30/2007	6/30/2008	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		<b>AUTOMOBILE LIABILITY</b>	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		<b>GARAGE LIABILITY</b>	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$ XXXXXXXX
						AUTO ONLY: AGG \$ XXXXXXXX
		<b>EXCESS/UMBRELLA LIABILITY</b>	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ XXXXXXXX
						\$ XXXXXXXX
		<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
		<input type="checkbox"/> RETENTION \$				\$ XXXXXXXX
						\$ XXXXXXXX
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	NOT APPLICABLE			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ XXXXXXXX
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX
						E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
		<b>OTHER</b>				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

3469969

Louisville/Jefferson County Metro Government  
Department of Purchasing, Room 306  
Fiscal Court Building  
Louisville KY 40202

## CANCELLATION [M29384]

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE